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JS-6

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DAVID RIBOT, ET AL.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID RIBOT, PERRY HALL, JR.,  
DEBORAH MILLS, ANTHONY  
BUTLER, JENNIFER BUTLER,  
JONATHAN LUNA, RITA DUNKEN,  
and LOIS BARNES, individually, and  
on behalf of all others similarly situated.

### **Plaintiffs.**

V.

**FARMERS SERVICES, LLC.,  
FARMERS INSURANCE  
EXCHANGE, and 21<sup>ST</sup> CENTURY  
INSURANCE COMPANY**

## Defendants.

CASE NO. 2:11-cv-02404-DDP-JCx

## Assigned to

Honorable Dean D. Pregerson

Courtroom 3 – 2<sup>nd</sup> Floor

## CLASS ACTION

**ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL  
OF CLASS ACTION  
SETTLEMENT**

Date: February 22, 2016

Time: 10:00 a.m.

Courtroom: 3 – 2nd Floor

1       The unopposed Motion for Final Approval of Class and Collective Action  
2 Settlement, filed by Plaintiffs David Ribot, Anthony Butler, Jennifer Butler, Rita  
3 Dunken, Deborah Mills, Lois Barnes, Jonathan Luna, and Perry Hall, Jr.,  
4 (“Plaintiffs”) and Plaintiffs’ unopposed Motion for Attorney’s Fee, Reimbursement  
5 of Expenses and Incentive Awards to Lead Plaintiffs came on for hearing regularly  
6 in Courtroom 3 – 2<sup>nd</sup> Floor of the above referenced Court, the Hon. Pregerson  
7 presiding. All parties appeared by counsel of record. Defendants, Farmers  
8 Insurance Exchange, Farmers Services, LLC, and 21st Century Insurance  
9 Company (“Defendants”) do not oppose the motion. No objection or opposition  
10 from any class member or third-party has been received.

11

12                   **ORDER FINALLY APPROVING CLASS SETTLEMENT**

13       Having fully considered the Plaintiffs’ Notice of Motion, supporting  
14 Memorandum of Points and Authorities, and the Declaration of Bruce Holman,  
15 Plaintiffs’ unopposed Motion for Attorney’s Fee, Reimbursement of Expenses and  
16 Incentive Awards to Lead Plaintiffs and its supporting documents, and the  
17 arguments of counsel presented to the Court at the hearing of this motion, and with  
18 GOOD CAUSE APPEARING, the Court hereby rules as follows:

19       1.       The Court GRANTS the Parties’ request for Final Approval of Class  
20 Action settlement. The Court has jurisdiction over the claims of the Class  
21 Members asserted in this proceeding and over all Parties to the action. The Court  
22 finds the terms and conditions contained in the Class Action Settlement Agreement  
23 (“Settlement”), are fair, reasonable, and adequate.

24       2.       The Court finds that: (1) the settlement amount of \$600,000 is fair and  
25 reasonable to the Class members, when the strength of their claims is balanced  
26 against the probable outcome of further litigation relating to maintaining class  
27 certification through trial, liability and damages issues, and potential appeals; (2)  
28 significant discovery, investigation, research, and litigation have been conducted

1 such that Class Counsel were able to reasonably evaluate the strength and value of  
 2 the class claims; (3) settlement at this time will avoid substantial costs, delay, and  
 3 risks that would be presented by the further prosecution of the litigation; (4) the  
 4 proposed Settlement is supported by the opinion of experienced and well-qualified  
 5 Class Counsel; and (5) the Settlement Class has expressed support of the  
 6 Settlement as evidence by the receipt of zero (0) objections and only seven (7)  
 7 requests for exclusion from the class members.

8       3. The Court finds that, as stated in the Declaration of Bruce Holman on  
 9 behalf of the Claims Administrator, the Notice of Class Action Settlement  
 10 documents mailed to the Class (“Notice”), fully and accurately informed the Class  
 11 Members of all material elements of the proposed Class Settlement and of their  
 12 opportunity to object to or comment thereon. The Notice was the best notice  
 13 practicable under the circumstances; was valid, due, and sufficient notice to all  
 14 Class Members; and complied fully with applicable law.

15       4. The Court further finds that Class Counsel’s requested fees award of  
 16 \$200,000 (the “Fee Award”), which equals 33.33% of the Gross Settlement  
 17 Amount, is reasonable. The action was actively prosecuted by Class Counsel, and  
 18 the Fee Award is justified under a lodestar approach as the reasonable number of  
 19 hours spent litigating this matter and the 2015 hourly rates of Sloan, Bagley,  
 20 Hatcher & Perry Law Firm, Law Firm of Joseph H. Low, IV and The Zelbst Law  
 21 Firm are reasonable, and commensurate with similarly skilled and experienced  
 22 attorneys in the applicable legal market.

23       5. In addition, the Fee Award is justified under the percentage-of-the-  
 24 recovery methodology as a fee equal to one-third of the total recovery has been  
 25 approved by numerous courts as reasonable and consistent with market-based  
 26 contingency fee agreements. *See Vasquez v. Coast Valley Roofing*, 266 F.R.D. 482  
 27 (E.D. Cal. 2010) (where 33% award of attorney’s fees totaled only 56% of the  
 28 lodestar calculation of attorney’s fees); *Chavez v. Petrissans*, Case No. 1:08-cv-

1 00122-LJO-GSA, ECF No. 89 (E.D. Cal. Dec. 15, 2009) (awarding 33% of  
2 common fund in attorney's fees where award amounted to roughly 65% of the  
3 class counsel's calculated lodestar); *Romero v. Producers Dairy Foods, Inc.*, Case  
4 No. 1:05-cv-00484-DLB, ECF No. 150 (E.D. Cal. Nov. 14, 2007) (awarding 33%  
5 of common fund in attorney's fees where award amounted to roughly 31% of the  
6 attorney's lodestar calculated fees).

7 6. The Court approves Class Counsel's request for recovery of \$146,000  
8 in actual costs and expenses in prosecuting this Action and finds that said costs and  
9 expenses were reasonably incurred in the prosecution of this case.

10 7. The Court approves the payment of the total Incentive Award of  
11 \$24,000 with \$3,000.00 payable to each of the Lead Plaintiffs, David Ribot,  
12 Anthony Butler, Jennifer Butler, Rita Dunken, Deborah Mills, Lois Barnes,  
13 Jonathan Luna, and Perry Hall, Jr. These payments are in addition to their  
14 individual settlement payments. This award is fair and reasonable based on: the  
15 work each Class Representative provided to the Class; the risks they undertook in  
16 filing suit against their former employer; the duration of the litigation; and absence  
17 of any personal benefit to the Lead Plaintiffs beyond any other class member. In  
18 light of these factors, the Plaintiffs' incentive award is not disproportionate when  
19 weighed against the benefit to the Class of the non-reversionary, gross settlement  
20 amount of \$600,000.

21 8. The Court approves the payment of \$29,986 to Rust Consulting, as the  
22 appointed Settlement Administrator for the purpose of the Settlement, for  
23 reasonable administration costs incurred and to be incurred to conclude the  
24 administration of this settlement.

25 9. The Court approves the distribution of the Settlement payments to  
26 Class Members in the manner specified in the Settlement.

27 10. The Court confirms the appointment of Sloan, Bagley, Hatcher &  
28 Perry Law Firm, Law Firm of Joseph H. Low, IV and the Zelbst Law Firm as Class

1 Counsel, and Plaintiff's David Ribot, Anthony Butler, Jennifer Butler, Rita  
 2 Dunken, Deborah Mills, Lois Barnes, Jonathan Luna, and Perry Hall, Jr. as Class  
 3 Representatives.

4       11. Based on the foregoing, the Court finds that the Settlement is fair,  
 5 reasonable, and adequate as to the Class, Plaintiffs and Defendants, and is the  
 6 product of good faith, arm's-length negotiations between the Parties, and further,  
 7 that the Settlement agreement is consistent with public policy, and fully complies  
 8 with all applicable provisions of law. Accordingly, the Court hereby finally and  
 9 unconditionally approves the Settlement Agreement.

10      12. Accordingly, GOOD CAUSE APPEARING, the Court hereby  
 11 ORDERS the following implementation schedule, using the definition set forth in  
 12 the Settlement, for further proceedings.

Action	Deadline
Defendant to pay the Settlement Administrator the Maximum Settlement Payment of \$600,000.	Within fifteen (15) business days after the Final Effective Date of the Settlement.  ("Final Effective Date" is defined as the date by which the time for appeal of the present Order and Judgment has been exhausted without any appeals having been filed, or all such appeals have been voluntarily or involuntarily dismissed, or the appropriate appellate court has finally affirmed the present Order and Judgment.)
Settlement Administrator will mail the required payments under the Settlement to the Class, Lead Plaintiffs, Class Counsel for attorneys' fees and expenses.	Within thirty (30) days after the Final Effective Date of this Settlement Agreement.

27      13. With this final approval of the Settlement, it is hereby ordered that all  
 28 claims that are released as set forth in the Stipulation of Settlement are deemed

released, and Class Members are hereby barred from prosecuting these released claims against the Released Parties.

14. The Court retains continuing jurisdiction over this Settlement solely for purposes of enforcing this Agreement, addressing Settlement administration matters, and addressing such post-judgment matters as may be appropriate under Court rules or applicable law. The Parties shall inform the Court, by filed declaration, once all Settlement Funds are finally distributed.

## JUDGMENT

This Court hereby enters Final Judgment in this case, and dismisses it with prejudice, in accordance with the terms of the Settlement Agreement. This Final Judgment constitutes a final judgment pursuant to Federal Rule of Civil Procedure 54(a).

It is hereby ORDERED, ADJUDGED and DECREED that Judgment is hereby ENTERED on the terms set forth above.

Dated: February 23, 2016

*Dan Dreyerson*

HONORABLE DEAN D. PREGERSON  
UNITED STATES DISTRICT JUDGE